HON'BLE SRI JUSTICE P.S. NARAYANA

WRIT PETITION No.18369 of 2006

Dated 21st December 2006

Between:

Gude Hari Babu,
Kothapalem village,
Machavaram Mandal, Guntur District.

……..Petitioner.

And

The Government of A.P.,
Rep by its Secretary, Panchayat Raj and Rural Department,
Secretariat, Hyderabad and others.

……Respondents.

HON'BLE SRI JUSTICE P.S. NARAYANA

WRIT PETITION No.18369 of 2006

O R D E R:

1. Gude Hari Babu the writ petitioner prayed for the relief of Writ of Mandamus declaring the orders vide proceedings Roc.No.3660/2003-G2-(R-13) dated 19-6-2006 of the 3rd respondent, as illegal and arbitrary and consequentially direct the respondents to pay compensation for the balance period of 59 days out of 154 days towards non-quarrying period in Reach No.13, Amaravathi and Dharanikota villages, Guntur District and pass such other suitable orders.

2. Both Noushad Ali, the learned counsel representing the writ petitioner and the learned Assistant Government Pleader for Panchayat Raj and Rural Development advanced elaborate submissions on the strength of the respective pleadings of the parties and also the material available on record.

3. The records also have been produced before this

Court. The relevant minutes book of the District Level Sand Committee, Guntur and also certain proceedings and representations were pointed out to whereunder the writ petitioner claimed benefit for lesser number of days and the learned Assistant Government Pleader also pointed out the correspondence made by the writ petitioner to the District Panchyat Officer and Member Convener (Sand Quarrying) dated
8-1-2006 wherein it was stated that the writ petitioner has no objection if he is compensated by way of refunding the lease amount, equivalent to 74 days extension of lease period. The proceedings dated 8-2-2006 was also pointed out and the relevant observations made in the prior proceedings also had been highlighted.

4. Sri Noushad Ali, learned counsel representing the petitioner had pointed out at the relevant portions of the affidavit filed in support of the writ petition, the counter affidavit and the reply affidavit as well.

5. The Sand Quarry Reach No.13 near Amaravathi and Dharanikota villages in Guntur District had been notified on
26-12-2003 for one year from 29-1-2004 to 28-1-2005. The leasehold rights of the sand quarry had been granted to the petitioner on payment of Rs.1,53,90,000/- as the petitioner was the highest bidder in auction dated 12-1-

2004. It is also stated that the petitioner is a new entrant in the field as such he had undergone several difficulties and hurdles created by the rival group and respondents as well. The 2nd respondent through proceedings Roc.No.8030/2003.G-2(R13) dated 26-1-2004 granted work permit for quarrying sand in Reach No.13 for a period of one year
i.e., 28-1-2004 to 28-1-2005 and in the auction noticed dated
25-12-2003, the following two ramps were notified for the purpose of transported the sand from the river bed in Reach No.13:-

> "1.Ramp at K.M. 31.00 within the limits of Amaravathi village.
> 2. Ramp at KM.32.00 within the limits of Dharani Kota village."

6. It is also stated that after entering the sand quarry Reach No.13 for commencing sand quarrying operations, the petitioner found that in the pathway leading to ramp at KM 32.00 in Dharanikota village, buildings belonging to Budha project were constructed and the pathway was completely closed and there was no pathway left for the vehicles for entering into the river bed for transporting sand from the river through the ramp at KM 32.00 at Dharanikota village.

The petitioner sent several representations to the respondents to provide alternative ramp in place of the ramp at KM 32.00 of Dharanikota village. Inasmuch as there is no action, the petitioner filed W.P.No.7715 of 2004 and pursuant to the directions issued in the said petition, the respondents provided an alternative ramp at KM 35.00 at Muthyalapalem, in place of the Ramp at KM 32.00 in Dharanikota village through proceedings Roc.No.3660/2003-G-2 dated 17-8-2004 of the 3rd respondent.

7. Though the lease period was commenced from 28-1-2004, the petitioner was provided with appropriate ramp only on 17-8-2004, thus deprived of the facility of quarrying and transporting sand from 28-1-2004 to 17-8-2004 i.e, about 7 ½ months. It is also further stated that in addition to the above inaction on the part of the respondents in providing ramp, the petitioner was also prevented from quarrying and transporting sand in Reach No.13 for a period of 154 days as detailed below:-

> "A) From 17-2-2004 to 20-2-2004 (4 days) Barricades were constructed in Amaravathi village in connection with Sivarathri festival and lorries or tractors were not allowed to pass through Amaravathi village.
>
> B) From 28-4-2004 to 14-5-2004 (18) days undeclared curfew was imposed in Amaravathi villiage consequent on looting and burning of houses by anti social elements and lorries and tractors were not allowed to pass through Amaravathi village.

C) From 3-5-2004 to 13-9-2004 (132 days) due to repairs to Prakasam barriage the water in the Reservoir was released into the canals and with the result the water level in the Upstream of the river low, making it impossible to play boats to carry sand from the river bed. And that apart the 3rd respondent through letter Roc.No.3660/2003-G.2 dated 19-6-2004 directed the petitioner to stop the sand quarrying operations in Reach No.13 since bathing ghats were being constructed in the ramps of Reach No.13 for Krishna Pushkarams. The petitioner was permitted to resume sand quarrying operations in Reach No.13, through proceedings Roc.No.3660/2003-G2(R13) dated 23-8-2004 of the 2nd respondent. The petitioner could resume sand quarrying operations only from 13-9-2004 after procuring the men and materials. Thus the petitioner lost 154 days."

8. It is also stated that through the representation dated 10-9-2004, the petitioner requested the respondents to extend the lease period in Reach No.13 for 154 days, and the 3rd respondent through proceedings Roc.No.3660/2003-G2(R-13) dated 22-9-2004 granted extension of lease period only for 95 days. When the petitioner was preparing to seek legal remedies for the remaining balance period for 154 days, without any notice and without any reason, the 3rd respondent issued proceedings Roc.No.3660/2003-G2 (R-13) dated 2-2-2005 canceling the extension order dated 22-9-2004 stating that the 2nd respondent have reexamined the case

vide resolution-9, dated 1-2-2005 and resolved to cancel the extension granted already in resolution 4 of the DLC, except 12 days period to compensate Krishna Pushkarams stoppage of quarrying. The said cancellation order dated 22-9-2004 had been challenged in W.P.No.1957/2005 and the same was disposed of on 8-2-2005 with the following direction:-

> "The Writ Petition is disposed of with a direction to the 1st addressee to reconsider the decision taken on 01-02-2005 vide Resolution No.2 to cancel the extension of lease granted in favour of the petitioner in resolution No.4, after issuing a notice to the petitioner to explain allegations as specified in the report of the vigilance and enforcement Department, dated 7-12-2004 and after considering the explanation, if any, submitted by the petitioner. Such notice shall be issued within a period of three days from the date of receipt of this order and the decision shall be taken afresh within one week there after. In the meanwhile, the petitioner is granted liberty to make an appropriate application before the 1st addressee to permit him to carry on the sand quarrying operations in Reach No.13."

9. It is further stated that in pursuance of the said directions, the 3rd respondent herein issued a show-cause notice Roc.No.3660/2003-G2/R-13, dated 12-2-2005 calling upon the petitioner to submit his explanation and the petitioner submitted a detailed explanation dated 16-2-2005 denying the allegations and requesting the permission to continue the quarry. The 3rd respondent also issued orders dated

10-2-2005 permitting the petitioner to quarry up to 19-2-2005 or till the District Level Committee took the decision whichever was earlier. In pursuance of the said order the petitioner could quarry only for 19 days, leaving balance of 76 days. After the petitioner filed his explanation, the District Level Committee authorized the 3rd respondent herein to probe into the matter further submitted a report in Roc.No.3660/2003-G2/R-13, dated 27-3-2005, in which it was clearly found that there is no irregularity or illegality as far as the quarry operations of the petitioner's were concerned. It was also found that the Ex.Sr. Assistant had fabricated the records intentionally and disciplinary action was directed against him.

10. Thereafter in pursuance of the orders in W.P.No.4651/2005 dated 14-3-2005, which had been filed praying for restoration of the orders dated 22-9-2004, the District Level Sand Committee examined the matter and resolved to accord permission only for 30 days on the condition that the petitioner should give his written consent for the above permission. The 2nd respondent instead of restoring the order dated 22-9-2004 has erroneously and without any justification curtailed period to 30 days by orders dated 20-4-2005. Questioning the said orders, the petitioner filed W.P.No.12775/2005 and the same was disposed of with the following direction:-

> " In that view of the matter, I deem it appropriate to direct the respondents to calculate number of days for which the petitioner disabled to quarry the sand quarry operations and then proceed to pass appropriate orders within thirty days from the date of receipt of a copy of this order with regard to granting remission or compensation."

11. Despite the above directions, the respondent had not calculated correct number of days for which the petitioner was disabled to quarry sand from the Reach No.13. There is no basis for awarding compensation to 95 days only, and no reason had been assigned as to why the balance 59 days had not been considered. The respondents are bound to pay the compensation for the balance 59 days as per the above directions and also damage caused to the petitioner and interest for the invested amount.

12. It is also stated that the writ petitioner submitted a representation dated 01-03-2005 giving all the facts and particulars of the days for which the petitioner was prevented by the Government to carry out the sand quarry operations during the existence of the allotted period. It is further stated that when the representation of the petitioner had not been considered, again the petitioner approached this Court by filing W.P.No.7650/2006 and

the same was disposed of on 18-4-2006 directing the District Level Committee to consider the representation dated 1-3-2006 and 8-3-2006 of the petitioner and to pass reasoned order. The 3rd respondent had again improperly briefed the DLC. The 3rd respondent through his letter Roc.No.3660/2003-G2 (R-13) dated 19-6-2006, which had been dispatched to the petitioner, stated that he was eligible for compensation for only 95 days and that there was no obstruction for quarrying sand during the remaining period. It is stated that no reasons were assigned for rejecting the representation of the petitioner.

13. It is also stated that the 3rd respondent was acting vindictively towards the petitioner as the petitioner could not meet his demands. The 3rd respondent filed a police complaint with the police at Amaravathi on 21-2-2006 alleging that the petitioner was guilty of using duplicate way bills and was thus guilty of committing serious crime. This complaint was evidently filed to tarnish the image of the petitioner and to obstruct him from making any further efforts to get justice. The police investigated into the above complaint of the 3rd respondent and found that here was no substance in the complaint and had closed the complaint on 28-5-2006.

14. It is also further stated that the petitioner paid

Rs.1,50,90,000/- as lease amount for quarrying sand for one year in sand quarry No.13 in Guntur District and he was not provided proper ramp for about 7 ½ months and was disabled to quarry sand in more than half of the area of sand quarry. In addition to that he was prevented from quarrying sand in Reach No.13 for 154 days due to various reasons. These are the facts which are clearly reflected from the records and these facts have not been even denied by the respondents. But however they are not providing relief to the petitioner, mainly due to the malafide actions of the 3rd respondent. In such situation, the writ petitioner approached this Court for appropriate relief.

15. A counter affidavit is filed admitting certain facts and denying certain facts. It is averred in Para No.3 of the affidavit that it is a fact that the petitioner was a highest bidder and leasehold rights were granted to the petitioner. It is not a fact that the boundaries of the reach were not fixed. Even in the notification the area was notified as well as the ramps. It is also a fact that the petitioner entitled to quarry in the area notified. But the petitioner is allowed only to transport and make use of the following ramps:-

> "1. Ramp at K.M. 31.00 within the limits of Amaravathi village.
> 2. Ramp at KM.32.00 within the limits of Dharani Kota village."

16. Accordingly, the petitioner had utilized the above

ramps.

It is not a fact that the petitioner was obstructed from lifting sand from river bed within in the limits of Notified ramps. The petitioner was not allowed to use Mutthaylapalem as a ramp because it was not notified at that time.

17. It is also averred in Para No.4 of the counter affidavit that it is a fact that the following ramps were notified:-

"1. Ramp at K.M. 31.00 within the limits of Amaravathi village.
2. Ramp at KM.32.00 within the limits of Dharani Kota village."

18. It is not a fact that the pathway to the ramp at K.M.32.00 was closed totally and no way was left for transporting sand. The Mandal Revenue Officer, Amaravathi has physically verified that site and reported that there is no problem for transportation of sand. It is a fact that the District Level Committee in its meeting held on 11-6-2004 has resolved to notify alternative ramp at K.M. 35.00 near Mutthaylapalem consequent to the directions given by this Court in W.P.No.6059 of 2004 and on the technical advise of the Executive Engineer, Krishna Central Division, Vijayawada.

19. It is also further averred in Para No.5 of the affidavit that the contention of the petitioner that during the Sivarathri Festival, the petitioner could not transport the sand from Reach No.13, for four days because the

authorities constructed barricades in the village,
is totally in correct because Amaravathi Reach is consisting of 3 ramps and even if one ramp is closed, the petitioner can very well transport from other two ramps where there was no obstruction at all.

20. It is further stated that there was no law and order problem during the period from 28-4-2004 to 14-5-2004 as stated by the petitioner. There was no obstruction for the movements of the vehicles during that period, as such the contention of the petitioner that he could not transport the sand from 28-4-2004 to 14-5-2004 is imaginary and untrue.

21. It is further stated that it is a fact that the Irrigation Department was undertaken repair works to the Prakasam Barrage at Vijayawada. But the contention of the petitioner that due to repair works, the authorities had let out the water in the upstream of the barrage into the canals from 3-5-2004 because of that the water level at the Reach No.13 fall into Zero level and so the petitioner virtually stopped lifting of sand from 3-5-2004, is not correct, in fact there was sufficient water level available to fly the boats for sand quarrying.
The contention of the petitioner is an imaginary to get benefit of extension of lease in making such

contentions.

22. Further it is averred in Para No.6 while replying to the averments made in Para Nos.6 and 7 of the affidavit filed in support of the writ petition that it is a true that the petitioner was granted extension of lease period of 95 days vide Proceedings Roc.No.3660/2003 G2 dated 22-9-2004. At that point of time there were certain adverse news items published in the local newspapers with regard to illegal sand quarrying. The V&E Department had taken up enquiry into the matter and furnished its observations vide Lr.No.293/04/V&E/Engg/AEE/GNT dated 07-12-2004. This report was placed before the District Level Committee in the meeting held on 1-2-2005 and the D.L.C had resolved to cancel the extension granted to the petitioner keeping in view of the fact, that the petitioner had continued sand quarrying during the periods mentioned in Para 5 of the affidavit using way bills pertaining to previous period, as such the petitioner did not sustain any loss as contended by him. It is true that the petitioner had filed W.P.No.1957 of 2005 before this Court challenging the orders issued by this office dated 2-2-2005.

In pursuance of the orders issued by this Court dated 8-2-2005, a show cause notice was issued vide Roc.No.3660/2003-G2 dated

12-2-2005 calling upon the petitioner to explain reasons why the petitioner had given false information saying that quarrying was stopped on the observations of V&E Department. The petitioner had furnished his reply on 16-2-2005. In the mean time the V&E Department had furnished a final report in Lr.No.293/04/V&E/Engg/AEE/GNT dated 24-2-2005. In pursuance of the orders of this Court dated 8-2-2005 in W.P.No.1957 of 2005 the petitioner was granted extension of lease for a period of 10 days i.e., up to 19-2-2005. Thus the petitioner was totally granted extension of lease period 22 days i.e., 12 days in lieu of Krishna Pushkarams and 10 days before submitting explanation. The report of the V&E Department was placed before the District Level Committee.

The District Level Committee examined the matter in detail and resolved to accord permission for 30 days in token of compensation. Accordingly a notice was issued on 2-4-2005 to the writ petitioner calling for his consent accepting 30 days compensation. However, the petitioner did not choose to furnish his consent and filed W.P.No.12775 of 2005 before this Court. While disposing the writ petition on 2-1-2006, this Court had issued the following directions:-

> "In that view of the matter, I deem it appropriate to direct the respondent to calculate number of days for which the petitioner disabled to

quarry the sand operations and then proceed to pass appropriate orders within thirty days from the date of receipt of this order with regard to granting remission or compensation."

23. The matter has been placed before the District Level Committee held on 25-1-2006, and resolved to payback the amount of Rs.30,77,800/- as compensation for non quarrying period of 73 days out of 95 days which were sanctioned in Proceedings Roc.No.3660/2003-G2(R-13) dated 22-9-2004. Accordingly the amount was paid to the lease holder on 20-2-2006 vide Proceedings Roc.No.5974/2002-H4 dated 20-2-2006 of the Chief Executive Officer, Zilla Parishad, Guntur.

24. Further it is stated that while disposing of the W.P.No.7650 of 2006, this Court made the following orders on 18-4-2006:-

"Having regard to facts and circumstances of the case, I am not inclined to express any opinion with regard to the entitlement or the remission and the number of days for which the petitioner is entitled towards compensation during the period for which he was alleged to have been prevented from sand quarrying operations. As the said representation filed by the petitioner are pending before the District Level Committee and the impugned order was passed as per the resolution of the District Level Committee and as no details have been mentioned in the said order, the District Level Committee may consider and dispose of the said representations of the petitioner and pass a reasoned order within a period of six weeks from the date of receipt of a copy of this order."

25. It is further stated that the matter was placed before the District Level Committee on 2-6-2006 and resolved in its resolution No.4, that the lease holder is eligible for 95 days of compensation for non quarrying period and that it was calculated basing on the waybills used by him for the period which he was eligible and the amount due to him was paid. Hence, the District Level Committee considered his representations dated 1-3-2006 & 8-3-2006 and passed orders. It was intimated to the lease holder vide this office Lr.Rc.No.3660/2003-G2 dated 19-6-2006. This is the stand taken in the counter affidavit filed by the respondent No.3.

26. In the reply affidavit filed by the writ petitioner specific stand is taken that the impugned letter is devoid of reasons. Further it is stated that the River Conservator of Vijayawada is the competent Authority to notify ramps in Krishna River as per the River Conservation Act. The 3rd respondent with a malafide intention obtained a letter from Mandal Revenue Officer, Amaravathi stating that there were no obstructions at the ramp at KM 32.00 near Dharanikota village for transporting sand from Reach No.13. It was also further stated in the reply affidavit that the Mandal Revenue Officer is no way concerned to determine the feasibility of the locating ramps in Krishna River. It was after a long and protracted struggle

undergone by the petitioner and that too after the petitioner approached this Court, the 3rd respondent addressed the Proper Authority i.e., the River Conservator and on his advise granted alternate ramp at Muthyalapalem in place of the ramp at Dharanikota. The alternate ramp was given after a delay of about 7½ months after the lease was granted and the petitioner was disabled to quarry sand in more than half of the area of Reach No.13 for about 7 ½ months for want of proper ramp to transport sand.

27. It is also further stated that there were only two ramps notified for Reach No.13 i.e., one at Amaravathi and the other at Dharanikota. Subsequently, a ramp was provided at Muthyalapalem in lieu of the ramp at Dharanikota. There were only two ramps at any given time. Any vehicle has to pass through the Amaravathi village to reach any one of the above ramps and there was no other way to reach the ramps. The 3rd respondent did not place these facts before the District Level Committee.

28. There was looting of shops, rioting and severe law and order problem in Amaravathi village from 28-4-2004 to 14-5-2004. The police mobilized heavy force and imposed section 144 and also imposed un-declared

curfew and did not allow any private vehicles as lorries or tractors to enter into the village. These developments were widely published in the newspapers. The petitioner filed extracts of the news items and photos published in the newspapers, in support of his above contentions. The 3rd respondent has flatly said in his counter that there were no law and order problems in Amaravathi village from 28-4-2004 to 14-5-2004.

29. The 3rd respondent has further flatly said that there was sufficient water level available (in Krishna River) to ply boats for sand quarrying and that the contention of the petitioner that he could not ply boats to transport sand was not correct. The 3rd respondent has taken upon himself the functions of the River Conservator and said that there was sufficient water level in the river to ply boats. But the River Conservator in his letter No.CB/Mc/1549M dated 18-11-2004 has said that in view of the repairs to Prakasam Barrage the water in Krishna River was let out into the canals. The 3rd respondent's in this regard is therefore not true.

30. The 3rd respondent through his Roc.No. 3660/2003 dated

19-6-2004 directed the petitioner to stop quarrying sand in Reach No.13 in view of the construction of bathing ghats

at the ramps in Krishna River. The 3rd respondent through his Roc.No.3660/2003 dated 23-8-2004 allowed the petitioner to resume sand quarrying.

The petitioner could resume sand quarrying only from 13-9-2004 after procuring the men and materials. The 3rd respondent conveniently maintained silence in his counter about his own orders stopping the quarrying of sand in Reach No.13 from 19-6-2004 to 13-9-2004 the petitioner was disabled to quarry sand for 132 days from 3-5-2004 to 13-9-2004 either due depletion of water level in the river or due to orders of the 3rd respondent to stop quarrying sand in connection with Krishna Pushkarams. The 3rd respondent did not place these facts before the D.L.C. He also concealed these facts while filing counter in the present writ petition.

31. It is also stated that the 3rd respondent himself enquired into the points raised by the Vigilance and Enforcement Department and reported that there was no fault on the part of the petitioner in the matter of discrepancies in way bills. The petitioner was not allowed or was disabled to quarry sand for a total period of 154 days and in addition he was not provided proper ramps for about 7½ months to quarry sand. The 3rd respondent was deliberately acting against the interest of the

petitioner.

32. It is also further stated that during the course of arguments on 10-11-2006 on behalf of the respondents it was represented that the petitioner filed a letter dated 8-1-2006 to the effect that the petitioner has no objection if he was compensated by way of refunding the lease amount equivalent to 74 days of extension of lease amount i.e., Rs.31,20,164/-. In this regard, it is further stated that the petitioner filed W.P.No.12775/2005 questioning the orders in Roc.No.3660/2004-2005.G2 dated 21-4-2005 wherein the lease period was restricted to only 30 days. During the course of hearing of the said writ petition the respondents took a stand that in view of the report of the Ground Water Department it was not permissible to conduct quarry operations. The respondents stated that the claim would be remission/Compensation. Despite the same, the respondents gave a notification dated 15-12-2005 proposing to auction the quarry lease. This Court in WP.MP.No.34687 of 2005 in WP.No.12775 of 2005 was pleased to suspend the said notification and directed the parties to maintain status-quo. Finally this Court directed the respondents to calculate the number of days for which the petitioner was disabled to conduct quarry operations and then proceed to appropriate orders for granting remission or compensation. The 3rd respondent therefore

cautiously in order to see that the petitioner should not claim for extension of lease to conduct quarry operations, wanted the petitioner to give a letter that he would agree compensation instead of Extension of Lease. Accordingly the petitioner gave a letter dated 8-1-2006 stating that the petitioner has no objection if he was compensated by way of refunding the lease amount equivalent to 74 days of extension of lease and he did not agree for the said agreement towards full and final settlement. The letter dated 8-1-2006 also does not indicated the same. Further stand is taken that the 3rd respondent is not justified in trying to read the said letter as if the petitioner had given up the claim for the balance period.

33. In the records produced the representation dated 26-7-2005 addressed by Sri G.Hari Babu to the District Panchayat Officer, Guntur reads as hereunder:-

"**From** **To**

Sri. G. Hari Babu, Officer,
Lease Holder,
Reach No.13.

The District Panchyat
Guntur.

Sri,

Sub: Sand Quarrying – Reach No.13 near Amaravathi and Dharanikota villages – extension of lease period as Ordered by High Court – regarding.

Ref: 1) Proceedings Roc No.3600/2003-G3, dated 22.09.2004 of the District Panchyat Officer, Guntur.
2) Orders, dated : 16.06.2005 of the A.P., High

Court in W.P.No.12775/2005.

3) My representations, dated : 27.06.2005, 30.06.2005 and 12.07.2005.

* * *

The High Court by an order, dated 16.06.2005 in W.P.No.12775/2005 directed you to permit me to conduct sand quarry operations in Reach No.13 near Amaravathi and Dharanikota Villages for the balance period in pursuance of the orders ROC.No.3660/2003-G2 (R-13), dated 22.09.2004, pending disposal of the writ petition.

I have submitted representations on 27.06.2005, 30.06.2005 and 12.07.2005 to you requesting you to implement the above orders of the High Court.

In your proceedings ROC No.3660/2003-G2, Dated 22.09.2004, I was given extension of lease period of 95 days for quarrying sand in Reach No.13. But I was allowed to quarry sand in the Reach, for only 21 days and I was prevented by you to utilize the remaining 74 days of the period of extension.

You have not so far taken any action to implement the orders dated 16.06.2005 of the High Court and you have not yet given any orders allowing me to quarry sand in Reach No.13 for the remaining period of 74 days.

In this connection, I am to state that if for any reason there is any objection to allow quarrying of sand in Reach No.13, I have No Objection if I am compensated by arranging proportionate refund of my lease amount equalent to 74 days in proposition to the lease amount paid for by me for one year i.e., Rs.1,53,90,000/365X74=31,20,164/- plus interest from 29.01.2004 at an early date.

Yours faithfully,

Date: 26.07.2005. Sd/-

(G. HARI BABU)"

34. The representation dated 8-1-2006 reads as

hereunder:-

"From
Sri Gude Hari Babu,
Panchayat Officer
Lease Holder,
Convener
Reach No.13.

To
The District
and Member
(Sand Quarrying),
Guntur.

Dated : 08-1-2006.

Sri,

Sub: Sand Quarrying – Reach No.13 near Amaravathi and Dharanikota Villages extension of lease period. Implementation of High Court orders – Requested.

Ref: Judgment dated 2-1-2006 of the High Court
WP No.12775/2005.

* * *

I am enclosing a copy of Judgment dated 2-1-2006 of the High Court in W.P.No.12775/2005.

I request you to take immediate action and implement the orders issued in the above judgment.

In this connection I invite your representation to my letter dated 26-7-2005.

I submit that I have no objection if I am compensated by way of refunding my lease amount, equivalent to 74 days of extension of lease amount i.e., Rs.1,53,90,000/365X74=31,20,164.

Yours faithfully,

Sd/-
(**G.HARI BABU)**

Copy submitted to:

1. To the Chairman, Zilla Parishad, Guntur
2. To the Joint Collector, Guntur."

35. Further the proceedings Roc.No.3660/2003-

GT(R13)

dated 8-2-2006 reads as hereunder:-

"**PROCEEDINGS OF THE DISTRICT PANCHYAT OFFICER, GUNTUR & MEMBER CONVENOR, DISTRICT LEVEL SAND COMMITTEE, GUNTUR**

PRESENT : SRI M. RADHA KRISHNA, B.A.,

Roc.No.3660/2003 G2 (R-13)
Dt.08.02.2006

Sub: Sand quarrying – Reach No.13, Amaravathi & Dharanikota, Amaravathi Mandal – permission for payment of compensation amount – orders issued.

Read: 1. Hon'ble High Court Orders dt.2.1.2006 in W.P.No.12775/2005.
2. Representation of Sri G. Hari Babu, Ex Lease holder of Reach No.13, Amaravathi & Dharanikota.
3. Resolution No.1 dt. 25.01.2006 of DLSC, Guntur.

* * *

ORDER:

In view of the Hon'ble High Court Orders dt.2.01.2006 in W.P.No.12775 of 2005 and the Resolution No.1 dt.25.01.2006 of District Level Sand Committee for Sand, Guntur, sanction is hereby accorded for payment of Rs.30,77,800/- (Rupees Thirty Lakhs Seventy Seven thousand and Eight hundred Only) to Sri G. Hari Babu, Ex lease holder of Reach No.13, Amaravathi & Dharanikota towards the compensation for non quarrying period of 73 days out of 95 days which were sanctioned in Progs.Roc.No.3660/2003 G2 (R-13) dt.22.9.2004 by this office.

The amount shall be payable from the Zilla Parishad General funds.

District Panchayat

Officer &
Member Convener,
District Level Sand
Committee,
Guntur.

To
Sri G. Hari Babu,
Ex-Lease Holder of Reach No.13,
Amaravathi & Dharanikota,
Kothapalem, Machavaram (Mdl)
Guntur Dt.

Copy Submitted to the Chief Executive Officer, Zilla Parishad, Guntur with a request to make arrangement for payment of compensation amount."

36. It is no doubt true that in the representations referred to supra the petitioner requested for the refund of amount for lesser number of days. In the light of the directions referred to supra issued by this Court in the writ petition specified above, it appears the writ petitioner has been fighting a long drawn litigation by repeatedly approaching this Court. Specific allegations are made as against Respondent-3 and a specific stand is taken how Respondent-3 had influenced refusing the legitimate demand and that the claim of the petitioner to be defeated by hook or crook.

37. On a careful scrutiny of the records produced before this Court and also the respective pleadings of the parties and the orders referred to supra, this Court is of the considered opinion that in the facts and circumstances of

the case, especially in the light of the nature of the order Roc.No.3660 of 2003–GT-R13 dated 19-6-2006 of the 3rd respondent, the impugned order is devoid of reasons and appears to be more or less mechanical and hence the same is hereby set aside and the matter is remitted to the 2nd respondent to put the petitioner on notice and hear the petitioner relating to the justification or otherwise for the remaining period and pass appropriate orders afresh in accordance with law.

38. Accordingly, the impugned order is hereby set aside and the matter is remitted to the 2nd respondent for reconsideration of the whole issue as specified supra.

39. The writ petition is allowed to the extent indicated above.

No order as to costs.

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(P.S. NARAYANA, J)

Dated 21st December 2006.

mrb